

1 BILL NO. S-83-07- 35

2 SPECIAL ORDINANCE NO. S- 155-83

3 AN ORDINANCE approving a contract
4 by the City of Fort Wayne by and
5 through its Board of Public Works
6 and Hipkind Concrete Corporation,
7 for Res. #5973-83, HOAGLAND/MASTERSON
8 NEIGHBORHOOD, PHASE II.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. The annexed Contract, made a part hereof,
12 by the City of Fort Wayne by and through its Board of Public
13 Works and Hipkind Concrete Corporation, for Res. #5973-83,
14 HOAGLAND/MASTERSON NEIGHBORHOOD, PHASE II, is hereby ratified
15 and affirmed and approved in all respects. The work under said
16 Contract requires:

17 improvement of curbs, sidewalks, wingwalks,
18 and drive approaches within the following
19 streets: BRANDIFF ST. - from Hoagland Ave.
20 to Webster St., WEBSTER ST. - from Melita
21 St. to Masterson Ave., WALLACE ST. - from
22 Webster to Harrison St., PRINCE ST. - from
23 Masterson Ave. to its southern terminus;

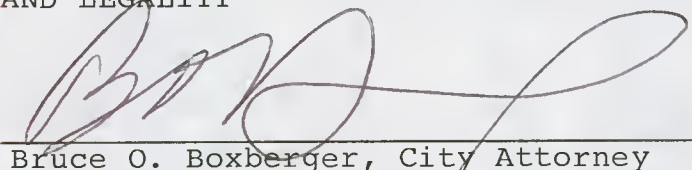
24 the Contract price is Forty-Nine Thousand Six Hundred Sixty-One
25 and 50/100 Dollars (\$49,661,50).

26 SECTION 2. Prior Approval was received from Council
27 with respect to this Contract on June 7, 1983. Two (2) copies
28 of the Contract attached hereto are on file with the City Clerk,
29 and are available for public inspection.

30 SECTION 3. That this Ordinance shall be in full force
31 and effect from and after its passage and any and all necessary
32 approval by the Mayor.

33 
Councilmember

APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Talarico, seconded by GiaQuinta, and duly adopted, read the second time by title and referred to the Committee _____ (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 7-26-83

Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by Stew, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	_____	_____	_____	<u>2</u>	_____

DATE: 8-9-83

Sandra E. Kennedy
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL)

(APPROPRIATION) ORDINANCE (RESOLUTION) NO. 1-155-83

on the 9th day of August, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy
CITY CLERK

Ray A. Ebert
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of August, 1983, at the hour of 11:00 o'clock A. M., E.S.T.

Sandra E. Kennedy
CITY CLERK

Approved and signed by me this 15th day of August, 1983, at the hour of 9 o'clock A. M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

PROJECT ALTERNATE I
ATC

RES. NO.

MATERIAL

CONTRACTORS		ESTIMATE		EXTENSION		Nepeland		Gorman Const.		J. H. Boring		Ruth - Riley	
STREETS - ALLEYS - SIDEWALKS	UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	UNIT PRICE	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
CONCRETE REMOVAL	SY	240	120	2220 00	250	2312 50	2312 50	230	2127 50	230	2127 50	290	2127 50
CURB REMOVAL	LF	120	150	1740 00	140	2030 00	2030 00	125	1812 50	190	2155 00	120	1740 00
CONCRETE SIDEWALK	SF	150	190	10725 00	150	10725 00	10725 00	145	10367 50	140	10010 00	155	11082 50
CONCRETE WINGWALK INCL RAMP	SF	190	185	1235 00	200	1300 00	1300 00	180	1170 00	170	1105 00	190	1235 00
8" CONCRETE	SY	185	700	1202 50	1900	1235 00	1235 00	200	1300 00	180	1170 00	180	1170 00
CONCRETE CURB TYPE III	LF	700	100	9625 00	650	8937 50	8937 50	615	8456 25	700	9625 00	600	8250 00
ASPHALT PATCHING	LF	100	100	1500 00	050	750 00	750 00	030	450 00	010	150 00	030	450 00
SEED, MULCH + FERTILIZER	SY	085	085	765 00	100	900 00	900 00	100	900 00	015	135 00	030	270 00
TOPSOIL	TON	500	500	600 00	450	540 00	540 00	350	420 00	200	240 00	550	660 00
TREE REMOVAL	EA	200	200	2200 00	200	2200 00	2200 00	225	2475 00	100	1100 00	175	1925 00
NEW 2" TREE	EA	200	200	2200 00	200	2200 00	2200 00	125	1375 00	100	1100 00	120	1320 00
ADJUST CASTING TO GRADE	EA	100	100	600 00	75	450 00	450 00	50	300 00	50	300 00	50	300 00
TOTAL				34612 50		33580 00	33580 00		31153 75		29817 50		31085 00
GRAND TOTAL				100375 00		83241 50	83241 50		82145 75		80869 50		82853 50

73-101-29
7/6/83.

This Agreement, made and entered into this 6th day of July, 1963

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Resolution No. 5973-83 HOAGLAND/MASTERSON NEIGHBORHOOD, PHASE II prove curbs, sidewalks, wingwalks, and drive approaches within the following streets: BRANDRIFF ST. - From Hoagland Ave. to Webster St., WEBSTER ST. - From Melita St. to Masterson Ave., WALLACE ST. - From Webster St. to Harrison St., PRINCE ST. - From Masterson Ave. to its southern terminus.

[illegible]

At the following prices:

Concrete Removal	Two dollars and forty cents per square yard	2.40
Curb Removal	One dollar and ten cents per lineal foot	1.10
Concrete Sidewalk	One dollar and forty-five cents per square foot	1.45
Concrete Wingwalk Incl. Ramps	One dollar and ninety cents per square foot	1.90
6" Concrete for Drives	Sixteen dollars and no cents per square yard	16.00
8" Concrete	Eighteen dollars and no cents per square yard	18.00
Concrete Curb Type III	Six dollars and thirty cents per lineal foot	6.30
Asphalt Patching	No dollars and twenty cents per lineal foot	0.20
Seed, Mulch, Fertilizer	No dollars and fifty cents per square yard	0.50
Topsoil	Three dollars and no cents per ton	3.00
Tree Removal	Two hundred dollars and no cents per each	200.00

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5973-83 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally
*See Liquidated Damages Provision.

and in all respects completed on or before *Sept. 30, 19 83 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said Date _____, 19 _____ until said work is finally completed and ready for acceptance by the City.

It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 6th day of July, 19 83.

ATTEST:

Corporate Secretary

HIPSKIND CONCRETE CORPORATION

BY: _____

ITS: _____

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

ATTEST:

Secretary and Clerk

Its Board of Public Works and Mayor.

New 2" Tree	One hundred and fifty dollars and no cents per each	150.00
Adjust Casting to Grade	Fifty dollars and no cents per each	50.00
New Casting Furnished & Installed	Two hundred dollars and no cents per each	200.00
Total	Forty-nine thousand, six hundred and sixty-one dollars and fifty cents	\$49,661.50

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

HIPSKIND CONCRETE CORPORATION

(Name of Contractor)

5502 MASON DRIVE, FORT WAYNE, INDIANA

(Address)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and FIDELITY & DEPOSIT
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of FORTY-NINE THOUSAND, SIX HUNDRED AND SIXTY-ONE DOLLARS AND FIFTY CENTS for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 6th day of July, 1983, for the construction of:

Improvement Resolution No. 5973-83 HOAGLAND/MASTERSON NEIGHBORHOOD, PHASE II

To improve curbs, sidewalks, wingwalks, and drive approaches within the following streets: BRANDRIFF ST. - From Hoagland Ave. to Webster St., WEBSTER ST. - From Melita St. to Masterson Ave., WALLACE ST. - From Webster St. to Harrison St., PRINCE ST. From Masterson Ave. to its southern terminus.

at a cost of FORTY-NINE THOUSAND, SIX HUNDRED AND SIXTY-ONE DOLLARS AND FIFTY CENTS

(\$ 49,661.50), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-
parts, each one of which shall be deemed an original, this 6th day of
July, 1983.

(SEAL)

ATTEST:

[Signature]
(Principal) Secretary

HIPSKIND CONCRETE CORPORATION
Principal
BY [Signature]
(Title)

(Address)

[Signature]
Witness as to Principal
3415 Mono Gene Dr.
(Address)

7+ Wayne, Ind.

FIDELITY & DEPOSIT
Surety
BY [Signature]
Attorney-in-Fact
(Authorized Agent)

1928 INWOOD DRIVE

FORT WAYNE, IN 46815
(Address)

[Signature]
Witness as to Surety

1928 INWOOD DRIVE
(Address)

FORT WAYNE, IN 46815

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

_____, a corporation organized under the laws of the State of _____, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of FORTY-NINE THOUSAND, SIX HUNDRED AND SIXTY-ONE DOLLARS AND FIFTY CENTS -----

WHEREAS, the Principal did on the 6th day of July, 1983, enter into a contract with the City of Fort Wayne to construct

To improve curbs, sidewalks, wingwalks, and drive approaches within the following streets: BRANDRIFF ST. - From Hoagland Ave. to Webster St., WEBSTER ST. - From Melita St. to Masterson Ave., WALLACE ST. - From Webster St. to Harrison St., PRINCE ST. - From Masterson Ave. to its southern terminus.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after

no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

HIPSKIND CONCRETE CORPORATION

(Contractor)

BY: [Signature]

ITS: [Signature]

ATTEST:

Maria J. Muddie

Secretary
(Title)

FIDELITY & DEPOSIT
Surety

*BY: [Signature]

Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

BILL NO. S-83-07-35

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN
ORDINANCE approving a contract by the City of Fort Wayne by
and through its Board of Public Works and Hipskind Concrete
Corporation, for Res. #5973-83, HOAGLAND/MASTERSON NEIGHBORHOOD,
PHASE II

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

VICTURE L. SCRUGGS, VICE CHAIRMAN

MARK E. GIAQUINTA

PAUL M. BURNS

ROY J. SCHOMBURG

Samuel J. Talarico

Victore Scruggs

Mark E. Giaquinta

Paul M. Burns

Roy J. Schomburg

Concurred in 8-3. S. Kennedy

TITLE OF ORDINANCE Contract with Hipskind Concrete Corp., Res. 5973-83 635

DEPARTMENT REQUESTING ORDINANCE Board of Public Works 1-83-07-35

SYNOPSIS OF ORDINANCE Contract for Res. #5973-83, HOAGLAND/MASTERSON, PHASE II, is
for improvement of curbs, sidewalks, wingwalks; and drive approaches within the
following streets: BRANDIFF ST. - from Hoagland Ave. to Webster St., WEBSTER ST.
from Melita St. to Masterson Ave., WALLACE ST. - From Webster to Harrison St.,
PRINCE ST. - from Masterson Ave. to its southern terminus. Hipskind Concrete
Corporation is the contractor.

PRIOR APPROVAL 6/7/83

EFFECT OF PASSAGE Improvement of Hoagland/Masterson Neighborhood

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$49,661.50

ASSIGNED TO COMMITTEE